



Illinois Heartland Library System

TO: IHLS Board of Directors
FROM: Leslie Bednar
DATE: June 17, 2021
RE: IHLS Personnel Code Review: Flex Hours and Telecommuting Policy and Agreement

Background

Attached please find the Flex Hours and Telecommuting Policy and accompanying Telecommuting Agreement. It is part of the IHLS Personnel Code and comes to the Board from the Personnel and Executive Committees.

For IHLS, telecommuting is undertaken on a voluntary basis. IHLS will not incur additional work from home expenses and telecommuters must report workers compensation claims. We are maintaining the categories of occasional and regular telecommuters, and the classification of telecommuting will be listed on each job description

Please note we currently have a strikethrough in the Telecommuting Agreement for #7-- Personal Use Vehicle Agreement. The agreement is not yet complete, and we do not want a lack of agreement to hold up approval of the policy component.

Recommendations

The Flex Hours and Telecommuting Policy will require final approval by the board at our meeting June 22.

Thank you, and please let me know if you have any comments or questions.

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Telecommuting Agreement

This Telecommuting Agreement (“Agreement”) is made and entered into as of the ___ day of ____, 20__, by and between Illinois Heartland Library System (“IHLS”) and _____ (“Employee”). **IHLS does not at any time require that any employee telecommute (or work from home).** The decision to telecommute is a decision made purely voluntarily by the employee after IHLS notifies the employee that he/she is eligible to participate in a telecommuting arrangement. Telecommuting for each particular IHLS employee is permitted only when approved by Human Resources and the employee’s manager/supervisor. This agreement begins on _____ and may be terminated at any time at the sole discretion of IHLS, at which time, assuming the employee’s employment continues, the employee will then be required to return to working on-site. In turn, should the employee at any time decide to discontinue telecommuting and work on-site, the employee may do so by notifying the employee’s supervisor.

1. The telecommuter will telecommute to the following alternative worksite: Home.
2. In office days will be _____ of each week. Home office days will be _____ of each week. While telecommuting, the employee agrees to be available during the assigned business hours of ____ to ____ for communication through such methods as dedicated phone line, voice mail, modem, cell phone, text, fax, etc., and agrees to respond within ____ minutes of any request. Any schedule changes must be approved in advance in writing by the employee’s manager.
3. The duties, obligations, responsibilities and terms and conditions of the employee’s employment with IHLS remain unchanged. The employee’s wage or salary rate, retirement, vacation and sick leave benefits, and insurance coverage shall remain the same. In addition, the employee remains obligated to comply with all IHLS rules, practices, and policies while engaged in work under the terms of this agreement.
4. Work hours, overtime compensation, use of sick leave, and approval for use of vacation will conform to IHLS policies and procedures, departmental guidelines, or to the terms otherwise agreed upon in writing by the employee’s supervisor.
5. The employee agrees to maintain a safe and ergonomically sound work environment, free of trip hazards and any other hazards. The employee agrees to submit three photographs of the home workspace to IHLS upon IHLS’s request. The

employee agrees to immediately report work-related injuries to the supervisor, an HR Representative, or the Executive Director, and to hold IHLS harmless for injury to others at the telecommuting location. The employee agrees to allow an authorized IHLS representative to inspect the home office as needed at any time in IHLS's sole discretion.

6. The employee agrees to provide a secure location for IHLS-owned equipment and materials, and all confidential information, and will not use, or allow others to use, such equipment or materials for purposes other than IHLS business. All equipment, records, and materials provided by IHLS shall remain IHLS' property. The employee agrees to keep IHLS confidential information, including, but not limited to, information concerning IHLS finances, loans, agreements and/or arrangements with funding sources and/or customers and vendors completely confidential and in a secure location. The employee agrees to allow IHLS access to its equipment, materials, and all confidential information at any time.
- ~~7. The employee agrees not to use his/her personal vehicle for IHLS business unless the employee has a signed "Personal Vehicle Use Agreement" on file.~~
8. The employee agrees to return IHLS equipment, records, and materials (including all confidential information and any and all copies thereof) within three (3) days of termination of the employee's employment for any reason, whether voluntary or involuntary. In addition, if either the employee decides to cease telecommuting under the terms of this agreement or if IHLS provides the employee with notice of termination of this agreement and requires the employee to return to in-person working at IHLS, the employee will immediately return to IHLS all IHLS equipment to the office by IHLS for inspection, repair, replacement, or return to IHLS.
9. IHLS will pay for the following expenses:
 - Maintenance and repairs to IHLS-owned equipment. This equipment is _____; and _____.
 - ONLY FOR EMPLOYEES WHO ARE REQUIRED TO DRIVE DURING WORKING TIME AS PART OF THEIR REGULAR JOB DUTIES: The employee will submit claims on a Travel Expense Claim along with receipt, bill, or other verification of the expense.
 - If driving is not part of an employee's regular job duties, but IHLS requests/requires an employee to drive the employee's own vehicle for purposes of attending a conference/meeting out of the employee's home area, IHLS will reimburse the employee for mileage in connection with the commute to and from the conference/meeting if the employee submits the claim on a Travel Expense Claim along with a description of the conference/meeting attended and its location along with the number of miles driven to and from such conference/meeting.
10. IHLS will not pay for the following expenses:

- Maintenance or repairs of privately owned equipment.
- Utility costs associated with the use of the computer or occupation of the home.
- Office and equipment supplies.
- Travel expenses.

11. The employee must receive advance written approval of the employee’s supervisor to use sick leave, vacation, time off, or other leave credits. Overtime to be worked must be approved in advance in writing by the employee’s supervisor.
12. The employee agrees to make regular dependent care (child, elder care, or an individual in which you hold guardianship) arrangements during telecommuting periods. EXAMPLE: THIS MEANS THAT THE EMPLOYEE CANNOT USE WORKING TIME TO ENGAGE IN ANY CHILD CARE. ALL CHILDREN WHO REQUIRE SUPERVISION MUST EITHER BE OUT OF THE HOME (SUCH AS AT A BABYSITTER, CHILD CARE PROVIDER, SCHOOL, OR OTHER SIMILAR LOCATION) OR A BABYSITTER OR CHILDCARE PROVIDER MUST BE PRESENT IN THE HOME WHILE THE EMPLOYEE IS WORKING.
13. The employee will implement the steps for good information security in the home-office setting and will check with his/her supervisor when security matters are an issue.
14. Management retains the right to modify this agreement on a temporary basis as a result of business necessity (for example, the employee may be required to come to the office on a particular day) or for any other reason as determined by IHLS. As set forth above, IHLS also retains the right to terminate this agreement permanently and require that the employee return to working on-site at all times.
15. The employee understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.

I have read this Telecommuting Agreement and agree to its terms.

Telecommuter/Employee Signature

Date

Supervisor Signature

Date

HR Representative Signature

Date

Current Policy in Personnel Code:

A. Flex Hours and Telecommuting

An employee may occasionally work flex hours during a week with the permission of his or her supervisor, but may not work over their regularly scheduled work week. Your immediate supervisor, the HR Representative or the Executive Director must approve in advance, changes in regular work schedules and working from home schedules.

Historically, telecommuting was created as a benefit for high performing and long tenure employees. IHLS approach is to help employees balance work and home life situations. While some positions allow for telecommuting, others do not, i.e., driver, sorter, page. If a position allows for telecommuting, it will be indicated on the job description. Telecommuting may also be an option for certain circumstances as ADA accommodations and FMLA, which will be decided on a case by case basis through the HR Representative.

Working from home will **only** be authorized if the fulfillment of work responsibilities will not be adversely affected.

All approved telecommuters:

1. Earn the same rate of pay as scheduled for their current position.
2. Must be available by phone and email when telecommuting.
3. IHLS will provide a laptop and the regular maintenance and up keep of the laptop but the employee is responsible for all office supplies and furnishings such as paper, pens, ink, desk, chair, file cabinet, printers, etc.
4. The employee is responsible for any and all telephone and internet charges incurred, initial and/or on-going fees.
5. If an injury occurs while telecommuting, it is the employee's responsibility to complete and submit an incident report to their immediate supervisor, the HR Representative or the Executive Director within 24 hours.

Occasional telecommuters:

1. Telecommute less than 5-10 hours per week.
2. Need prior authorization from their immediate supervisor, the HR Representative or the Executive Director.

Regular telecommuters:

1. Telecommute more than 10 hours per week.
2. Must physically work at least 2 days per week in their assigned location, unless otherwise stated in the telecommuting agreement.
3. Required to sign a detailed telecommuting agreement which outlines the nature of work to be performed, the equipment, supplies and/or training needed, number of hours and

days per week and any other pertinent information relating to the position or assignment. (See attachments for sample telecommuting agreement.)

4. The employee, immediate supervisor, the HR Representative, and the Executive Director must all sign the telecommuting agreement.

Proposed Policy:

B. Flex Hours and Telecommuting

An employee who is regularly scheduled to work on-site may occasionally work flex hours during a particular week with the permission of his or her supervisor but may not work more time than the employee's regularly scheduled hours per work week. Your immediate supervisor, the HR Representative, or the Executive Director, must approve in advance changes in regular work schedules and working from home schedules.

Historically, telecommuting was created as a benefit for high performing and long tenure employees. The Illinois Heartland Library System (IHLS) approach is to help employees balance work and home life situations. While some positions allow for telecommuting (also known as "working from home"), others do not, i.e., driver, sorter, or page. Certain classification of employees, therefore, will be eligible to work from home and some will not. If a position allows for telecommuting, it will be indicated on the job description. However, even for job classifications in which telecommuting is possible, not every employee within said job classification will be permitted to work from home on either an occasional or regular basis. For each eligible position, certain criteria will be established, depending on the position, that will be used to determine whether a specific individual will be allowed to work from home. If an employee does not meet the requirements to work from home, the employee will be required to work on-site. An employee required to work on-site, who is in a classification that is eligible for the work-from-home program, may have their eligibility reevaluated from time to time and may, at a later time, be permitted to work from home.

Telecommuting may also be an option for certain circumstances as an ADA accommodation if working from home is reasonable based on the employee's job duties. This will be decided on a case-by-case basis through the HR Representative. In addition, if an employee is on intermittent FMLA (and misses part of a day for medical appointments, treatments, or other FMLA-covered reasons), the employee may in some cases be permitted to work the other portion of the workday from home.

Working from home will **only** be authorized if the fulfillment of work responsibilities will not be adversely affected.

IT IS CRITICAL TO NOTE THAT IHLS DOES NOT REQUIRE ANY EMPLOYEE TO TELECOMMUTE. WORKING FROM HOME (TELECOMMUTING) IS IN ALL CASES PURELY VOLUNTARY AND IT IS THE EMPLOYEE WHO MAKES THE VOLUNTARY CHOICE TO TELECOMMUTE, IF ELIGIBLE.

All approved telecommuters:

1. Earn the same rate of pay as scheduled for their current position.
2. Must be available by phone and email when telecommuting.
3. IHLS will provide a laptop and the regular maintenance and upkeep of the laptop, but the employee is responsible for all office supplies and furnishings such as paper, pens, ink, desk, chair, file cabinet, printers, etc.
4. The employee is responsible for any and all telephone and internet charges incurred, initial, and/or on-going fees.
5. If an injury occurs while telecommuting, it is the employee's responsibility to complete and submit an incident report to their immediate supervisor, the HR Representative, or the Executive Director within 24 hours.

Every employee who engages in telecommuting is doing so on a purely voluntary basis and therefore such employees are responsible for the cost of items described in 3 and 4 above. EVERY EMPLOYEE WHO CHOOSES TO TELECOMMUTE MUST MAINTAIN A SAFE AND SECURE WORKPLACE, FREE OF TRIPPING HAZARDS AND OTHER HAZARDS, SET UP IN A MANNER THAT WILL ENABLE THE EMPLOYEE TO PERFORM HIS OR HER REGULAR JOB DUTIES IN A TIMELY AND EFFICIENT MANNER.

Telecommuters fall into two categories – “occasional telecommuters” and “regular telecommuters” as described below.

Occasional telecommuters:

1. Telecommute less than 5-10 hours per week.
2. Need prior authorization from their immediate supervisor, the HR Representative, or the Executive Director.

Regular telecommuters:

1. Telecommute more than 10 hours per week.
2. Must physically work at least 3 days per week in their assigned location, unless otherwise stated in the telecommuting agreement.
3. Required to sign a detailed telecommuting agreement which outlines the nature of work to be performed, the equipment, supplies and/or training needed, number of hours and days per week and any other pertinent information relating to the position or assignment. (See attachments for sample telecommuting agreement).
4. The employee, immediate supervisor, the HR Representative, and the Executive Director must all sign the telecommuting agreement.